

ORIGINAL

UNDER HIS DIRECTION, INC.



Rt. 6 Box 979K (WINTER DR.) • BEAUMONT, TEXAS 77705 • (409) 727-2177

DOCKET FILE COPY ORIGINAL

RECEIVED
JUL 12 1996

JULY 12, 1996

Federal Communications Commission
Office of Secretary

Mr. Robert A. Zauner, Attorney
Federal Communications Commission
Mass Media Bureau
Washington, D.C. 20554

Re: Station KUHD (AM)
Port Neches, Tx.
MMB Docket No. 96-70

Dear Mr. Zauner:

Please find enclosed my exhibits pursuant to the Presiding Judge's Order,
FCC 96M-107, released May 13, 1996.

The delay in submitting these to you (as I am without Paid legal counsel)
was caused by sudden onset illness of heat stroke, Monday, July 8, 1996,
while doing grounds maintenance at my church. That incident incited another
sudden eruption from an inguinal abcess and has had me bedridden
and under my family physician's care. Enclosed is his statement that I
received this morning while at an office visit.

Please accept this delay as unintentional and unavoidable. Your
consideration and indulgence in this untimely and unfortunate personal
circumstance is greatly appreciated.

Sincerely,

Mark A. Peterson
President
Under His Direction, Inc.

cc: Administrative Law Judge
Edward Luton

Courtesy Copy: Scott C. Cinnamon

Eph. 4:16

"...under HIS direction the whole body is fitted
together perfectly, and each part in its own special way
helps the other parts, so that the whole body is healthy and
growing and full of love " L.B.

food • clothing

shelter • communication

John B. Eitel, D. O.
2234 NEDERLAND AVENUE
PORT NECHES, TEXAS 77651

July 12, 1996

To whom it may concern:

The patient, Mark Peterson, has suffered a combination of heat stroke, on Monday, July 8, 1996, and a pelvic abcess on Tuesday, July, 9, 1996 through Monday, July 15, 1996. The procedure has been to lance abcess and IM injections on a daily bases.

Sincerely,


John B. Eitel, D.O.

DIRECT TESTIMONY OF MARK A. PETERSON

Mark A. Peterson ("Peterson") is and at all relevant times was the President and a director of Under His Direction, Inc. ("UHD"), the non-profit corporate licensee of AM Station KUHD, Port Neches, Texas ("KUHD" or the "Station").

UHD acquired the assets of the Station and the KUHD license from the Church of the Christian Crusade, Inc. ("CCC") on September 9, 1993. Part of the consideration was a Secured Promissory Note specifying payment to CCC over a period of time.

Because of financial difficulties, UHD was forced to take KUHD off the air. It then filed a request for Special Temporary Authority ("STA") to remain dark on January 6, 1995. A copy of UHD's January 6, 1995 letter to the FCC is attached as Attachment A. At this time, UHD was attempting to raise sufficient funds to satisfy creditors and return the station to the air on its own.

The request for STA was first granted on February 25, 1995, and was superseded by a grant letter dated April 25, 1995, which set an expiration date of July 25, 1995. These letters are attached as Attachments B and C to this Exhibit.

On February 28, 1995, the assets used in the operation of the station at the transmitter site were seized by UHD's transmitter site landlord to satisfy past due rent owed on the transmitter site by UHD. On March 8, 1995, the transmitter site landlord purchased those assets at a public auction. UHD also owed back rent to the studio site owner, McKee Towers.

UHD was unsuccessful in securing funds on its own to return the station to the air, so shortly after the tower site foreclosure, UHD entered into negotiations with the prior licensee, CCC. These negotiations between CCC and UHD culminated in a Conveyance in Lieu of Foreclosure ("Conveyance Agreement") between the parties which I signed on May 26, 1995 before a Notary. (See Attachment D to this Exhibit.) The Conveyance Agreement called for assignment of the license back to CCC in consideration for CCC's forgiveness of the debt owed to it by UHD. CCC also agreed not to pursue any legal action against UHD with respect to the debt owed by UHD to CCC for as long as UHD continued to comply with the terms of the Conveyance Agreement. Once it had negotiated this agreement with UHD, CCC proceeded to negotiate a separate agreement with UHD's transmitter site landlord, who agreed to convey the station assets at the transmitter site to CCC for the amount of the past due rent owed by UHD, and to release UHD from its liability to the landlord. CCC told me that it also intended to enter into a similar agreement with McKee Towers, the studio site owner. With

the Conveyance Agreement, and agreement between CCC and the transmitter site landlord in place, UHD believed CCC would consummate the transaction and return UHD to the air.

On July 26, 1995, UHD requested an extension of its STA, and in its request reported to the Commission that it had entered into the Conveyance Agreement with CCC. A copy of that request is attached as Attachment E to this Exhibit. Based on representations made to me by CCC, UHD reported that an application for transfer of the station's license should follow the request within 30 days. The FCC approved a six month extension of the station's STA to remain silent on August 2, 1995. (See Attachment F.)

Once UHD received an extension from the FCC, I repeatedly called CCC to ask when it was going to send me the application to assign the KUHD license to CCC. I was told that CCC did not want to file the application until it was ready to return the station to the air. During this period, I was approached by Eloy and Gil Castro (who later organized Vision Latina, Inc.), who wanted to acquire the station, but I advised them that UHD was obligated under its agreement with CCC and was not able to enter into an agreement with anyone else.

Approximately one week before KUHD's STA to remain silent was set to expire, CCC's General Manager, J. P. Williams, informed me that CCC was reneging on its agreement to acquire the station because CCC lacked sufficient funds to return the station to the air. I was told that no assignment application had ever been prepared and that CCC had not even executed the agreement we had negotiated. I immediately contacted the FCC to explain my situation (i.e., that UHD's proposed assignee had just reneged one week before expiration of KUHD's STA to remain silent). After several telephone calls to the FCC's Mass Media Bureau, I spoke with Michael Wagner, an attorney with the FCC, on January 30, 1996. Attachment H to this Exhibit are my phone records, showing telephone calls from me to various telephone numbers at the FCC's Mass Media Bureau on January 30, 1996. I made these phone calls myself because UHD could not afford counsel. Mr. Wagner told me that if UHD wanted to obtain a further extension of time to remain silent, it had to show the FCC that it had an agreement with a new buyer and that the buyer had to show that it would be able to use the station's studios and antenna site.

I understood this advice to mean that UHD could not file a request to extend its STA until it had secured an agreement with a new buyer. It was based on this conversation that I decided to have an executed agreement in hand before filing a request for extension of KUHD's STA to remain silent. The next day, I contacted the persons who would later become the principals of

Vision Latina, Inc. ("Vision"). I was familiar with Vision's principals because they had leased air time from UHD while UHD was operating KUHD. They had previously expressed an interest in the station, but I believed that UHD was locked into the Conveyance Agreement with CCC and could not negotiate with them.

I explained the status of the Station's assets to them, and advised them that they would have to make separate agreements with the person who held the security interest in the studio equipment and with the person who held the mortgage on the property where the KUHD tower and antenna was located (Janet Chance). If Vision's principals were successful in making agreements with those people, UHD agreed to assign the KUHD license to them. Vision's principals told me they were confident they would be able to reach agreements with those two parties. Vision's principals also explained to me that they would need some time to form a corporation, to reach agreements with the KUHD asset holders, to have local counsel prepare contracts for them and to engage FCC counsel to prepare the KUHD license assignment agreement and application.

By the end of March, 1996, Vision Latina had incorporated, had negotiated and reached agreements with both asset holders, and agreed on terms with UHD, and had retained communications counsel to prepare the final license assignment agreement and assignment application. Shortly after April 1, 1996, I received a copy of the FCC's Order to Show Cause and Hearing Designation Order ("Order") against UHD, which was released because UHD had let its authority to remain silent lapse. (I had not received a copy from the FCC.) Vision Latina's attorney then called me, to discuss what I had to do to respond to the Order, such as filing a Notice of Appearance, preparing for and attending the prehearing conference. He also advised me that I could have filed a request to extend STA to remain silent prior to expiration even if the assignment application and all of the related agreements had not yet been finalized.


I understand that Vision Latina had to re-examine the situation after the Order was released before it decided to proceed with the agreement and assignment application. The said agreement between UHD and Vision Latina was executed, the assignment application was filed (as was a request for expedited consideration) and I have requested reinstatement of the STA to remain silent. I am considering negotiating a Time Brokerage Agreement with Vision Latina. If CCC does not have recourse through the Conveyance in Lieu of Foreclosure agreement, now supposedly defunct, then such a Time Brokerage Agreement between UHD and Vision Latina would enable UHD to recommence broadcast operations as soon as the FCC finds that UHD should retain its license. At that time, UHD would intend to recommence operations as soon as practicable.

DECLARATION

I, Mark A. Peterson, under penalty of perjury, do hereby declare as follows:

1. I am, and at all relevant times, have been the president and a director of Under His Direction, Inc., licensee of AM Station KUHD, Port Neches, Texas.

2. The foregoing exhibit is based on my personal knowledge and understanding and is true and correct to the best of my knowledge.


Mark A. Peterson

Executed this 12th day of July, 1996.

Attachment A

UNDER HIS DIRECTION, INC.



Rt. 6 Box 979K (Winkler Dr.) • BEAUMONT, TEXAS 77705 • (409) 727-2177

AM BRANCH

RECEIVED

January 6, 1995

Federal Communications Commission
Mass Media Bureau
Audio Services Division

Fax# 202-418-1411

Dear Miss Owusu:

Station KUHD is presently off air (dark) due to extreme financial hardship, and respectfully request an STA to remain off air temporarily.

We are presently seeking alternative sources of financing and are working with a church organization to possibly help with the monthly support, as we are a small Christian broadcaster.

We expect to return to the air and be operational within the next 90 days. By granting the above request, you will help maintain this needed ministry in our area.

Sincerely

Mark A. Peterson
President

MAP/ejp

Eph. 4:16

"...under HIS direction the whole body is fitted together perfectly, and each part in its own special way helps the other parts, so that the whole body is healthy and growing and full of love." L.B.

food • clothing

shelter • communication

FEDERAL COMMUNICATIONS COMMISSION

Washington, D.C. 20054

Attachment B

FEB 25 1995

In Reply Refer To:
8910 - SML
Stop Code 1800B2

Mark A. Peterson
President, Under His Direction, Inc.
Rt. 6, Box 979 K (Winzer Drive)
Beaumont, TX 77705

In re: KUHD(AM)
Beaumont, Texas

Dear Sir or Madame:

This letter concerns your pending request for authority to remain silent. Temporary authority is hereby granted for the above-referenced station(s) to remain silent for three months from the date of this letter.

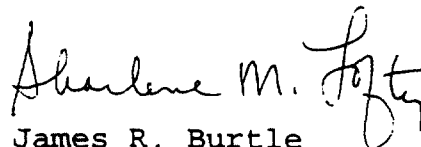
Any further requests for extension of this authority must be accompanied by a detailed summary of steps taken to return the station to on-air operations.

On December 11, 1991, the Commission adopted a Report and Order (copy attached) which amended Part 1 of the Commission's Rules, to implement Section 5301 of the Anti Drug Abuse Act of 1988. Pursuant to the Report and Order, any requests for extension of this authority must be accompanied by a certification that neither the applicant nor any party to the request is subject to a denial of Federal benefits under Section 5301. Please use the attached certification page to comply with this requirement, if you need to request an extension of this authority.

It will be necessary to maintain prescribed tower lighting in accordance with the station's license authorization. If an extension is not required, you are requested to notify the Commission, in writing, of the exact date the station resumes on-air operations.

In the event that any AM station remains silent for a period over 6 months, it will be necessary to file with the Commission, prior to returning the station to on-air operations, an FCC Form 302 for direct measurement of power which should include a partial proof of performance for stations with directional antennas.

Sincerely,



James R. Burtle
Chief, AM Branch
Audio Services Division
Mass Media Bureau

Attachments

FEDERAL COMMUNICATIONS COMMISSION

Washington, D.C. 20554

APR 25 1995

Attachment C

In Reply Refer To:
8910 - SML
Stop Code 180082

Mark A. Peterson
President, Under His Direction, Inc.
Rt. 6, Box 979 K (Winzer Drive)
Beaumont, TX 77705

In re: KUHD(AM)
Beaumont, Texas

Dear Sir or Madame:

This letter concerns your pending request for authority to remain silent. Temporary authority is hereby granted for the above-referenced station(s) to remain silent for three months from the date of this letter.

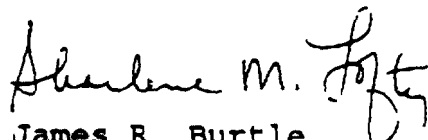
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In the event that any AM station remains silent for a period over 6 months, it will be necessary to file with the Commission, prior to returning the station to on-air operations, an FCC Form 302 for direct measurement of power which should include a partial proof of performance for stations with directional antennas.

Sincerely,



James R. Burtle
Chief, AM Branch
Audio Services Division
Mass Media Bureau

Attachments

* This supersedes letter dated February 25, 1995 to change letter date to April 25, 1995.

CONVEYANCE IN LIEU OF FORECLOSURE

This Agreement executed this _____ day of _____, 1995, by and between Church of the Christian Crusade, Inc., a corporation organized under the laws of the State of Oklahoma and having its principal office in Tulsa, Oklahoma now hereinafter referred to as "Christian Crusade" and Under His Direction, Inc., a corporation organized under the laws of the State of Texas and having its principal office in Jefferson County, Texas, hereinafter referred to as "UHD":

WHEREAS Christian Crusade conveyed certain assets to UHD by Agreement dated July 20, 1993, related to the operation of a radio broadcast station at Port Neches, Jefferson County, Texas, such assets being listed in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, as part of that sale, UHD executed promissory note in the original total principal amount of \$60,000 payable to Christian Crusade, a true and correct copy of which is attached hereto as Exhibit "B", and such note was secured by the assets listed in Exhibit "A"; and

WHEREAS, UHD also executed an unsecured promissory note in the original principal amount of \$1,993.12, payable to Christian Crusade, a true and correct copy of which is attached hereto as Exhibit "C" (Exhibits "B" and "C" hereinafter collectively referred to as the "Notes"); and

WHEREAS UHD has wholly defaulted in payment of the Notes; and

WHEREAS UHD wishes to waive demand, notice of intent to accelerate, notice of acceleration and all other notices which may be waived under Texas law with respect to the Notes and agrees to the acceleration of the Notes; and

WHEREAS, in lieu of the sale of the assets listed in Exhibit "A" at public or private sale, Christian Crusade is willing to accept a conveyance of such assets from UHD in full satisfaction of the Notes described in Exhibit "B" and Exhibit "C"; and

WHEREAS, UHD consents to the return of such assets in full satisfaction of the debt; and

WHEREAS UHD is also the licensee and operator of the radio broadcast station at Port Neches, Jefferson County, Texas, holding a valid authorization for the operation thereof from the Federal Communications Commission ("FCC") on A.M. Frequency No. 1150; and

WHEREAS UHD has received temporary authority from the FCC to allow the radio broadcast station to remain silent because of extreme financial hardship; and

WHEREAS UHD in further consideration of the discharge of the debt referenced above, agrees to transfer such FCC license to Christian Crusade or its assignee or designee, and assist in its best and timely efforts to assure FCC approval of the license transfer.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. For and in consideration of the covenants contained herein, UHD grants, sells, conveys and delivers the personal property described in Exhibit "A" attached hereto to Christian Crusade and warrants and agrees to defend title to the personal property to Christian Crusade and Christian Crusade's successors against all lawful claims.
2. UHD hereby waives demand, notice of intent to accelerate, notice of acceleration and all other notices which may be waived under Texas law with

respect to the Notes and agrees to the acceleration of the Notes.

3. In lieu of the sale of the assets listed in Exhibit "A" at public or private sale, Christian Crusade hereby accepts such assets from UHD in full satisfaction of the Notes, provided UHD complies with the other provisions of this Agreement.
4. UHD consents to the retention of the assets listed in Exhibit "A" by Christian Crusade in full satisfaction of the Notes.
5. UHD agrees to transfer the FCC license currently held by UHD on A.M. Frequency No. 1150 to Christian Crusade or its assignee or designee and to use its best efforts to obtain FCC approval of such transfer. UHD further acknowledges that this transfer is being made voluntarily in an effort to relieve UHD's extreme financial hardship.
6. Christian Crusade shall pay the FCC filing fee and normal legal fees involved in the reassignment of the license to Christian Crusade or its assignee or designee.
7. UHD agrees that Accounts Receivable and Accounts Payable of the station prior to and including the day of return of the property described in Exhibit "A" to Christian Crusade and submission to the FCC for license reassignment to Christian Crusade or its assignee or designee shall remain the property and/or responsibility of UHD.
8. Christian Crusade and UHD agree that debts incurred after the relinquishment of the property described in Exhibit "A" and submission to the FCC of the license transfer shall be the responsibility of the party incurring same.

9. Christian Crusade acknowledges that some equipment in Exhibit "A" no longer exists because of age and normal wear, and replacement or additional equipment has been added which will be considered as part of Exhibit "A".
10. Christian Crusade acknowledges that there are items of personal property in the studio in addition to assets listed in Exhibit "A", and these items shall be returned to their rightful owner. These assets are not listed in this agreement but listed separately by UHD and given to Christian Crusade. Nevertheless, Christian Crusade assumes no responsibility for such items.
11. Both UHD and Christian Crusade acknowledge that the assets listed in Exhibit "D" which were used in the operation of a radio station utilizing the FCC license referenced above were seized by UHD's landlord, Janet Chance on February 28, 1995, and sold at public auction on March 8, 1995, to Janet Chance in satisfaction of the past due rent owed to Janet Chance by UHD. Both UHD and Christian Crusade further acknowledge that Janet Chance by separate agreement has agreed to convey the assets listed in Exhibit "D" to Christian Crusade or its assignee or designee for the amount of the past due rent referenced above.
12. Christian Crusade agrees that, upon satisfactory compliance by UHD with all terms of this agreement and FCC approval of the A.M. Frequency No. 1150 license transfer referenced in this agreement, Christian Crusade will not pursue any legal action related to this matter against either UHD or its president, Mark Peterson.

13. UHD hereby represents that it is a Texas corporation in good standing, that it has obtained all consents necessary to enter into the agreements contained herein and that the officer signing below is fully authorized to act on behalf of UHD.
14. The parties acknowledge that this Conveyance in Lieu of Foreclosure contains the complete agreement between the parties and that any alternations to this agreement shall be in writing signed by both parties.
15. The parties agree that this agreement is performable in Jefferson County, Texas.

DATED THIS _____ DAY OF _____, 1995.

UNDER HIS DIRECTION, INC.

By: _____

Its: _____

CHRISTIAN CRUSADE, INC.

By: _____

Its: _____

STATE OF OKLAHOMA *

COUNTY OF _____ *

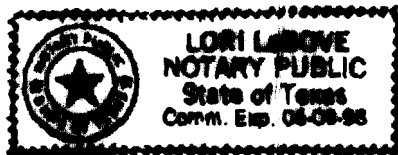
This instrument was acknowledged before me on the _____ day of _____, 1995, by _____, of Church of the Christian Crusade, Inc., an Oklahoma corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Notary Public, State of Oklahoma

STATE OF TEXAS *

COUNTY OF JEFFERSON *

This instrument was acknowledged before me on the 27th day of May, 1995, by Frank Peterson, President, of Under His Direction, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.



Lori L. Dove
Notary Public, State of Texas

JUN-26-96 WED 06:43 AM

07/26/95 09:38 FAX 408 835 4488

GARY W COKER

P. 17
008

EXHIBIT A

LIST OF SECURED ASSETS

Taken from:

Sales Agreement Closed

September 8, 1993

Between:

UNDER HIS DIRECTION, INC.

and

CHURCH OF THE CHRISTIAN CRUSADE, INC.

3 Pages

ASSETS

INVENTORY - EQUIPMENT STUDIO

PORT NECHES SITE

July 20, 1993

1. Subcarrier Receiver
2. Satellite Receiver
3. Marti STL Transmitter
4. Wilson Electronics Telemetry Unit
5. RF Amplifier
6. Modulation Monitor
7. (2) Harris Criterion Cartridge Decks
8. CBS Abrotoryics - Automax Limiter
9. McMartin EBS Receiver
10. McMartin EBS Tone Generator
11. McMartin EBS Monitor
12. (2) Cassette Decks
13. Otari 5050 Reel Recorder (2)
14. BE Audio Mixer Console
15. Cartridge Carousel
16. 500 Tape Cartridges
17. 1200 MK2 Technics Turntables (2)
18. Realistic Pre-amps (2)
19. Lux Mic Boom (2)
20. Electro-voice PL80 Microphone
21. Electro-voice Model 635
22. Gates Audio Mixing Console
23. QRT Turntable
24. Tape-Caster Cart Recorder, Model 750
25. Harris Criterion 80 Cart Recorder
26. TEAC Compact Disc Player
27. BSR CD Player
28. 5' Equipment Rack
29. Electrohone Monitor Speakers (2)
30. Bulk Eraser
31. E-V RE10 Microphones (2)
32. Headphones (3)
33. Comdial Telephone System
34. Weather Radio
35. Comark Satellite Dish
36. Comark L.N.A. Assembly
37. Mark 3' STL Dish
38. Music Library - Albums & 45's (2800)
Cassettes (175)
Compact Discs (225)
39. Techniques CD Player

ASSETS

INVENTORY - OFFICE EQUIPMENT

PORT NECHES SITE

July 26, 1993

1 Executive Desk
2 Upholstered Chairs
1 Executive Chair
1 Table
1 Calculator (Miida 12PD)
3 Secretary Desks (5 Drawer)
3 Secretary Chairs
2 File Cabinets (4 Drawer)
1 Typewriter Table
3 Desks (3 Drawer)
1 Commodore 64 Computer
2 Small Tables
1 Wood Cabinet
1 Desk Chair on Rollers
1 File Cabinet (3 Drawer, 1 w/3 Shelves Inside)
1 Round Table
1 Vinyl Sofa
1 Frigidaire Refrigerator
1 Wooden Table
1 Microwave (Litton)
1 Lawnmower
2 Wooden Record Racks
4 Paintings
1 Entrance Chair and Table
2 Wooden Chairs
1 Metal Cabinet
1 Vacuum Cleaner (Kirby)

ASSETS: TRANSMITTER SITE

July 20, 1993

- 2 240' Towers with lighting
- 2 Copper Ground Radial Systems
- 2 Antenna Tuning Units (ATU's)
- 2 ATU Buildings (5'x5'x9')
- 2 Phase Monitor Sampling Loops (500')
- 1 Collins 820-D-2 Transmitter
- 1 Gates 2-Tower Phasor
- 1 Gates BC500T Transmitter
- 1 Potomac AM-19-204 Antenna Monitor
- 1 Wilson Electronics Remote Control
- 1 Marti STL-8 Receiver
- 1 Invonics Map 11 Limiter
- 1 Transmitter Building (25' x 15')
- 1 Desk
- 1 Chair
- 1 19" Equipment Rack
- 1 Set Tubes (Collins Transmitter)
- 1 Set Tubes (Gates Transmitter)
- LDLF 4-50A Cable (STL Feed) (500' @ 2.17/ft)
- LDLF 5-50A Cable (Main Feed) (500' @ 5.10/ft)
- 1 STL Dish
- 1 Mosely Isolator
- 1 Set Kintronics "J" Type Connectors (New)

EXHIBIT B

Secured Promissory Notes

From:

UNDER HIS DIRECTION, INC.

To

CHURCH OF THE CHRISTIAN CRUSADE, INC.

Taken From:

Sales Agreement Closed

September 8, 1993

3 Pages

Note

\$60,000.00

FOR THE VALUE RECEIVED, we the President and Vice President of UNDER HIS DIRECTION, INC., promise to pay to the order of the Church of the Christian Crusade, Inc. the sum of SIXTY THOUSAND (\$60,000.00) DOLLARS as follows:

A. \$10,000.00 with no interest, consisting of twelve (12) equal monthly payments with the sum of \$833.33 due and payable 90 days after closing, and the same sum of \$833.33 due and payable on the same date of each month for the following eleven (11) months. It is agreed that if the undersigned shall fail to pay the payments on this Note in a prompt and orderly fashion, and if at any time a payment for this portion of the Note is over 90 days past due, then the entire indebtedness of this portion of the Note becomes instantly due and payable.

B. \$50,000.00 at the rate of 10% per annum with interest thereon from date of closing, as follows:

The sum of \$1,062.35 due and payable 75 days after closing, and the same sum of \$1,062.35 due and payable on the same day of each month for the following 59 months and years thereafter until the entire principal balance is paid in full. It is agreed that if the undersigned shall fail to pay the payments on this Note in a prompt and orderly fashion, and if at any time a payment for this portion of the Note is over 60 days past due, then the entire indebtedness of this portion of the Note becomes instantly due and payable.

The makers have the right and privilege to prepay this note without penalty by payment of principal and interest due to date of payment.

And it is agreed that the assets listed in EXHIBIT A shall not be used as collateral to secure additional funds until the terms contained in this contract have been paid in full.

If the makers cannot immediately pay the entire indebtedness as may be required by paragraphs (A) and (B) of this Note, they agree to relinquish all property in EXHIBIT A of the Sales Agreement and immediately tender to the FCC an application for consent to assign the license to The Church of the Christian Crusade, Inc. or Billy James Hargis or a corporation under his control. Accounts Receivable and Accounts Payable of the station prior and including the day of relinquishment of property and FCC approval of reassignment shall be the responsibility of the makers.

And the makers and endorsers of this Note severally waive presentment for payment, protest and notice of protest and non-payment of this Note, and all defenses on the ground of any extension of time for the payment thereof which may hereafter be given by the holder thereof to them or either of them, and agree to pay to holder a reasonable attorney's collection fee in an amount not to exceed fifteen (15%) percent of the balance of principal and interest due, if after default this Note is turned over to an attorney for collection, whether suit is filed or not, plus all

N-26-96 WED 06:48 AM

07/26/95 09:38 FAX 408 835 4488

GARY W COKER

0015

court costs if suit is filed.


Mark A. Peterson, President


Edia J. Peterson, Vice President

DER HIS DIRECTION, INC.

Attachment E

Rt. 6 Box 979K (WINTER DR.) • BEAUMONT, TEXAS 77705 • (409) 727-2177

July 26, 1995

Federal Communications Commission
Mass Media Bureau
Audio Services Division

Fax: 202-418-1411

Dear Miss Owusu:

Station KUHD is presently off the air as authorized by an STA dated April 25, 1995. This STA has expired and we are in need of an extension to complete the work necessary to resume operation.

As stated in our first request, we have obtained an agreement with the mortgage holder of the assets of KUHD and will be consummating our agreement very shortly.

Our application for transfer of control should follow this request, within 30 days.

I have enclosed supporting documents and necessary papers, to facilitate your approval of this STA request.

I want to thank the commission for the consideration they have offered in helping maintain this needed ministry in our area.

Sincerely



Mark A. Peterson
President

Eph. 4:16

"...under HIS direction the whole body is fitted together perfectly, and each part in its own special way helps the other parts, so that the whole body is healthy and growing and full of love." L.B.

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FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20054

Attachment **363**

AUG 2 1995

In Reply Refer To:
8910 - SML
Stop Code 1800B2

Mark A. Peterson
President, Under His Direction, Inc.
Rt. 6, Box 979 K (Winzer Drive)
Beaumont, TX 77705

In re: KUHD(AM)
Beaumont, Texas

Dear Sir or Madame:

This letter concerns your pending request for authority to remain silent. Temporary authority is hereby granted for the above-referenced station(s) to remain silent for six months from the date of this letter.

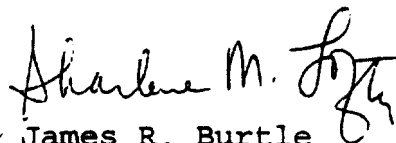
Any further requests for extension of this authority must be accompanied by a detailed summary of steps taken to return the station to on-air operations.

On December 11, 1991, the Commission adopted a Report and Order (copy attached) which amended Part 1 of the Commission's Rules, to implement Section 5301 of the Anti Drug Abuse Act of 1988. Pursuant to the Report and Order, any requests for extension of this authority must be accompanied by a certification that neither the applicant nor any party to the request is subject to a denial of Federal benefits under Section 5301. Please use the attached certification page to comply with this requirement, if you need to request an extension of this authority.

It will be necessary to maintain prescribed tower lighting in accordance with the station's license authorization. If an extension is not required, you are requested to notify the Commission, in writing, of the exact date the station resumes on-air operations.

In the event that any AM station remains silent for a period over 6 months, it will be necessary to file with the Commission, prior to returning the station to on-air operations, an FCC Form 302 for direct measurement of power which should include a partial proof of performance for stations with directional antennas.

Sincerely,



for James R. Burtle
Chief, AM Branch
Audio Services Division
Mass Media Bureau

Attachments